



**Public Utility District No.1  
of Douglas County**

September 18, 1986

Mr. Jim Budolfson  
U. S. Bureau of Reclamation  
P. O. Box 043  
Boise, Idaho 83724

Dear Jim:

Enclosed is a fully executed copy of the Cooperative Agreement No. 6-07-10-LO 782 between the Bureau of Reclamation and the Washington Department of Game and Concurrred in by P.U.D. No. 1 of Douglas County.

Very truly yours,

Michael W. Erho  
Supervisor of Biological Services

MWE:ah  
Enclosure

cc: ✓ Mr. Jim Gearhard, Washington Department of Game, Olympia,  
with enclosure

COOPERATIVE AGREEMENT  
Between  
The Bureau of Reclamation  
and  
Washington Department of Game  
and Concurred in by  
Public Utility District No. 1 of  
Douglas County

THIS COOPERATIVE AGREEMENT is made and entered into between the Bureau of Reclamation, an executive agency of the United States Department of the Interior, hereinafter referred to as the "Federal Sponsoring Agency" or the "Government" and the Washington Department of Game, an executive agency of the State of Washington, hereinafter referred to as the "Recipient". A third party, Public Utility District No. 1 of Douglas County, a municipal corporation, hereinafter referred to as the "District" will be a concurring party to this Cooperative Agreement.

The Government enters this Cooperative Agreement pursuant to the authority provided by the Reclamation Act of 1902 and P.L. 94-423, Oroville-Tonasket Unit Extension, the Recipient enters this agreement pursuant to the authority provided by Chapter 77, Revised Code of Washington, and the District as owner and operator of the Wells Hydroelectric Project, is a concurring party to this agreement.

Purpose and Objectives

This Cooperative Agreement is made for the purpose and objective of annually hatching, rearing and outplanting up to 30,000 pounds of steel-head smolts for enhancement of the Similkameen, Okanogan, and Columbia

Rivers. Any residual or non-smolt steelhead produced under this rearing program shall be planted at the discretion of the Recipient.

#### Recitals

Whereas, the Government has consummated a License Agreement and Permit to Enter (License) with the District, which is the owner and operator of the Wells Hydroelectric Project and has title to and possession of lands upon which the Wells Dam Fish Hatchery (Hatchery) is located;

Whereas, the Government will, in accordance with terms of the License, complete specified modifications and expand the Hatchery facilities to accommodate an additional 30,000 pounds of steelhead smolts;

Whereas, the Recipient desires to accomplish the operation and maintenance of the additional facilities in the same manner as they operate and maintain the existing Hatchery facilities; and

Whereas, having a written agreement which provides the extent of each party's obligations will facilitate their cooperation to accomplish the purposes and objectives of this Agreement.

#### AGREEMENT

It is hereby agreed as follows;

##### I. Cooperative Project

The cooperative project to be accomplished under this agreement is operation and maintenance of additional facilities at the hatchery for

rearing of steelhead smolts. A study to evaluate the success of this program shall be developed and implemented.

II. Term of Agreement - Completion of Project

This Cooperative Agreement shall become effective upon being executed by the parties hereto. The Agreement shall remain in force and effect until December 31, 1991, or until five rearing seasons have been completed, whichever is later. The evaluation program shall extend long enough beyond the last program smolt release to determine and report the results from all five (5) releases.

III. Mutual Cooperation

To accomplish the purposes and objective of this Cooperative Agreement, each party agrees to cooperate with the other in fulfilling its obligations as herein provided.

IV. Specific Obligations of the Parties

A. Government's Obligations

The Government shall furnish the recipient with the following assistance to accomplish the cooperative project.

1. Federal Funds

Federal funds, as provided for in the Authorizing Act, shall be provided by the Government for this project. Funding will be provided to encompass direct expenditures by the Recipient for the activities identified herein, including rental and/or leasing of equipment, and indirect costs. Indirect cost rates shall be those approved by the

Office of the Inspector General for similar Government-Recipient projects. Payment will be determined by the formulas in Article 8d of the License. (Appendix A)

The Government's financial obligation each year is limited to the approved annual budget, estimated at \$70,000. Approval of the budget associated with the Similkameen River Fishery Enhancement is the responsibility of the Government. Annual cost overruns incurred by the Recipient shall not be the responsibility of the Government unless the increased expenditure has received the prior approval of the Government.

## 2. Equipment

The Government and the Recipient shall jointly determine if the equipment for the project will be purchased, leased or rented. Consideration shall be given to amount of use, season needed, availability, uniqueness and benefit/costs. Arrangements for equipment rental and/or leasing shall be accomplished by the Recipient working within their regulations. Equipment purchase shall also be accomplished by the Recipient in accordance with their regulations. The Recipient may purchase the equipment outright, fabricate with their own forces or use a combination thereof to obtain the equipment. See Attachment "N" of the Administrative Provisions referred to in Section VI and attached hereto for specific information regarding property management standards.

Appendix "B" includes a general description of the equipment required for the project. Specific features and details shall be agreed upon by the parties prior to acquisition, fabrication, rental or leasing. Appendix "B" may be expanded, upon agreement by the parties.

The General Administrative Provisions, referred to in Section VI, contain definitions and general guidelines controlling Government furnished equipment/property.

### 3. Federal Personnel

Government personnel will be available to discuss all aspects of the steelhead enhancement program and will meet with the Recipients and the District each spring to discuss the upcoming year's work plan and associated budget.

### 4. Transfer of Funds

The Federal funds to be furnished hereunder shall be transferred by a Treasury check paid to the Recipient upon its request to reimburse the Recipient for its outlays.

Unless otherwise required by law, the Federal Sponsoring agency shall not withhold payments for proper charges made by the Recipient at any time during the project period unless; a) Recipient has failed to comply with the program objectives, award conditions, or Federal reporting requirements, or b) the Recipient is indebted to the United States and collection of the indebtedness will not impair accomplishment of this project's objectives sponsored by the Government. Under such conditions, the Federal Sponsoring Agency may, upon reasonable notice, inform the Recipient that payments will not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

## B. Recipients Obligations

### 1. Equipment

The Recipient and the Government jointly shall determine the project equipment needs. See IV A 2.

In general, the Recipient is responsible for the care, operation and maintenance of the Government equipment/property. The Recipient shall follow the property management standards (Attachment N) of the Administrative Provisions attached hereto and keep adequate records of operation including miles driven, hours of operation, maintenance performed, etc. Upon request, the Recipient will submit copies of the records to the Government.

The primary purpose and priority use of all Government equipment/property shall be for the Oroville-Tonasket Anadromous Fishery Enhancement Project. However, to allow greater use of the equipment/property, the Recipient may, after consultation with the Government, allow use by other Federal, State or public agencies. The Government will annually determine a daily and per mile cost for use of the Government equipment. The Recipient shall be responsible for coordinating use by others including providing the driver and collecting the fees from the benefited agency. Collected fees will be credited to the Government on vouchers requesting reimbursement in accordance with Article IV A 4.

### 2. Services - Personnel

The Recipient shall provide the necessary qualified personnel to accomplish all activities associated with incubating, hatch-

ing, and rearing steelhead smolts at the hatchery and for outplanting in the Similkameen River. Hatchery activities include obtaining eggs from returning brood stock, caring for the eggs during the incubation period, hatching fry, and moving them to the raceways. Personnel shall feed and care for the fingerlings in the raceways protecting them from diseases and natural disasters to the best of their ability. The fingerlings shall be moved to the rearing pond and be fed and cared for until they are ready for outplanting. Outplanting will include identifying the fish with visible markers (fin clips, tags, brands or any necessary combination thereof), loading, transporting and releasing in the Similkameen River. Monitoring water quality and maintenance of equipment and constructed facilities is part of hatchery operations and maintenance.

Adequate administrative personnel shall be provided to develop annual work plans and budgets for the project and attend an annual meeting associated therewith.

The Recipient shall submit, at intervals not less than monthly, itemized statements or invoices requesting reimbursement by the Government.

3. The Recipient shall not, without specific written authorization from the Government, act as an agent for the Government.

## V. Special Terms and Conditions

### A. Liability

The Government does not assume liability for death, injury or damage to persons or property incidental to or that may arise during

and in consequence of the recipients activities provided for herein. The Recipient does not assume any liability for death, injury or damage to persons or property incidental to that or that may arise in consequence of the Government's activities provided for herein. For liability purposes the Recipient shall be considered independent of the Government and shall indemnify, hold harmless and defend the Government from third party claims based on the Recipient's activities.

B. Notice

Any notice required or authorized by this Agreement shall be deemed properly given if mailed postage prepaid or delivered to the Regional Director, Pacific Northwest Region, Bureau of Reclamation, Box 043, 550 West Fort Street, Boise, Idaho, 83724 on behalf of the Government, to the Director, Washington Department of Game, 600 North Capitol Way, Olympia, Washington, 98504 on behalf of the Recipient and to the Manager, Public Utility District No. 1 of Douglas County, 1151 Valley Mall Parkway, East Wenatchee, Washington, 98801, on behalf of the District. The designation of the addressee of address may be changed by giving notice to the other parties as provided for herein.

C. Contingent of Appropriation or Allotment of Funds.

The expenditure of any money or the performance of any work herein provided for, which may require appropriations of money by the Congress or the allotments of Government funds, shall be contingent on such appropriations or allotments being made.

## VI. Administrative Provisions

The Administrative Provisions dated 7-1-81 and attached hereto are by this reference fully incorporated in and made a part of the Cooperative Agreement as though set forth herein.

## VII. General Provisions

### A. Officials Not to Benefit

No member of or delegate to the Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.

### B. Water and Air Pollution Control

The Recipient shall, with its legal authority, comply fully with all applicable federal and state laws, orders, and regulations, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial wastes, oil mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

## VIII. Amendments

Amendments to this Agreement may be prepared by the parties hereto

and shall become effective upon being reduced to a written instrument executed by all parties.

IX. License Agreement

The underlying license agreement between the Government and the District, dated May 20, 1985, and the amendment thereto, dated June 30, 1986, Exhibit A attached hereto, shall be the sole governing contract between the Government and the District. Any conflict between this Cooperative Agreement and the license agreement denoted as Exhibit A attached hereto shall be governed by the license agreement.

X. Attachments

The following documents are attached as exhibits to this Cooperative Agreement:

Exhibit 1. - Request for Advance or Reimbursement

IN WITNESS THEREOF, the parties hereto have caused this Cooperative Agreement to be executed by an authorized official(s) on the day and year set forth opposite their signature.

FEDERAL SPONSORING AGENCY

*ACTING*  
By John W. Kays, III  
Regional Director  
Bureau of Reclamation  
Boise, Idaho

Date: Aug. 18, 1986

RECIPIENT

*for*  
By James Linton  
Director,  
Washington Dept. of Game  
Olympia, Washington

Date: 9/4/86

CONCURRING PARTY

By William E. Schmitt  
President  
Public Utility District No. 1  
of Douglas County  
East Wenatchee, Washington

Date: 9-15-86

By Michael A. Green  
Vice President  
Public Utility District No. 1  
of Douglas County  
East Wenatchee, Washington

Date: 9-15-86

By Howard Gray  
Secretary  
Public Utility District No. 1  
of Douglas County  
East Wenatchee, Washington

Date: 9-15-86

License Agreement and Permit to Enter

THIS AGREEMENT, made this 20 day of 1987, 1985, between the United States of America, hereafter referred to as the "United States", acting through the Regional Director, Pacific Northwest Region, Bureau of Reclamation, the duly authorized representative of the Secretary of the Interior (Secretary), hereinafter referred to as the "Bureau" and Public Utility District No. 1 of Douglas County, Washington, a municipal corporation, acting through its Board of Commissioners, hereinafter referred to as the "District".

1. The Secretary is authorized under Public Law 94-423, Oroville-Tonasket Unit Extension, to provide for anadromous fishery enhancement in the Similkameen, Okanogan and Columbia Rivers and the Pacific Ocean;
2. The District, as owner and operator of the Wells Hydroelectric Project, has title to and possession of lands upon which the Wells Dam Fish Hatchery (Hatchery) is located. The District presently provides funds for hatching and rearing steelhead

pursuant to an agreement with the State of Washington, Department of Game. In addition, the District has certain other anadromous fish obligations pursuant to its Federal Energy Regulatory Commission License No. 2149, Amendments thereto, and certain contracts and stipulated Orders.

3. The Hatchery, with certain modifications and expansion would have the required water and facilities to raise fish for the Bureau's enhancement project. The District is willing to cooperate with the Bureau in completion of this project because additional fish facilities can be of substantial benefit to the District in mitigating future alleged anadromous fish losses pursuant to the terms of its FERC License No. 2149.

NOW THEREFORE, in consideration of the premises and mutual understandings of the parties it is agreed as follows:

4. The District hereby grants to the United States, acting through the Bureau of Reclamation, its officers, employees, and agents, subject to certain restrictions contained in Paragraphs 7 and 10, the right to enter upon its hatchery premises, including ingress and egress, and use of the District's lands and existing facilities at the Hatchery for modification/expansion and operation and maintenance of temporary facilities needed for additional

steelhead production. The Hatchery area is shown in Exhibit "A". The temporary expansion program will accommodate approximately 25,000 to 30,000 pounds of smolts for enhancement planting in the Similkameen River annually. The well water supply to this facility shall be the sole responsibility of the Bureau.

5. Title to all real property, existing appurtenances and equipment shall remain with the District. At the termination of this Agreement but in no event later than December 31, 1991, all rights, title and interest to the temporary facilities and improvements for fishery enhancement shall be conveyed by the Bureau to the District. It is expressly agreed between the parties to this Agreement that the District shall have no obligation whatsoever to maintain or continue any fishery enhancement program under Public Law 94-423 or any program initiated under this Agreement.
  
6. The Bureau or its agents will not commence any work on the District's property until the designs and specifications in the case of a contract, or a description of the work, if completed by the Bureau, have been reviewed and approved by the District. The District agrees to review the work proposals in a timely manner. Approval by the District of plans or specifications shall not relieve the

Bureau, its contractors, or agents of any kind, shall be liable for any and all damages to the District's existing facilities.

7. It is expressly understood by the Bureau that the operation of the Wells Hydroelectric Project fish facilities is required under the District's license with the Federal Energy Regulatory Commission. Further, the District is a party to several agreements and stipulated orders with various Indian Tribes and Federal and State Agencies that require the District to operate its fish and fish production facilities. It would be of irreparable harm to the District in the operation of the Wells Hydroelectric Project if the Bureau, its agents, and/or its contractor prevent the District from meeting its legal obligations in regard to the operation of the District's existing fish facilities and/or its existing conditions and obligations pursuant to its license and the above mentioned agreements. Therefore, it is recognized by the parties to this Agreement, that the District's existing fish facilities and obligations under its License, Agreement, and Orders shall have priority at all times over the Bureau's facilities. The Bureau expressly guarantees that the design and construction of the proposed temporary facilities will be compatible with the District's existing facilities and the new temporary

facilities will not diminish, alter, obstruct, or impair the District's existing fish facilities and/or the operation of the Wells Hydroelectric Project.

8. a. Modification/Expansion. The modification and expansion of facilities includes: (1) dividing one existing rearing pond, (2) installation of four raceways, (3) a well(s) and installing all water piping and filtering mechanisms incidental thereto. The modified facilities will be temporary with a utility expectancy of five years. Any residual use value of the modified facilities will rest in the District after this Agreement terminates. The Bureau agrees that it and/or its contractor or agents will (1) use good engineering practices; (2) use new materials of the most suitable grade for the work intended; and (3) all workmanship shall be of first class quality free from all defects in material, design and title; and said work shall conform to the highest standards in the construction industry. The Bureau will leave the construction area in a clean and orderly condition.

The Bureau will drill a well(s) and pipe the well water to a designated connection point of the

existing system. Additional well capacity shall be no less than 2250 gpm. The Bureau will install pump(s) and electrical installations. The District will make the final connection to the District's electrical systems. The Bureau will be responsible for all permits in connection with, said well.

- b. The Bureau shall comply, and shall ensure that its Contractor and all of its Contractor's Support comply, with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority having jurisdiction.
- c. The Bureau shall take suitable measures and provide suitable facilities to prevent pollution, oil and chemical spills, fugitive dust emissions and the introduction of any substances or materials into any body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife at the Site. The Bureau shall be responsible for all costs of corrective measures required as a result of any pollution, spills, or fugitive dust, including its effects on adjacent properties.
- d. Operation and Maintenance. The State of Washington

Department of Game (Department) will operate and maintain the expanded Hatchery facilities in accordance with its existing arrangement with the District. The Department's O&M costs will be reimbursed by the Bureau on the basis of the additional fish produced for the enhancement project in accordance with the Agreement between the Bureau and the Department. The annual budget meeting and review will include the Department and the District in consultation with the Bureau. Any invoice from the Department requesting O&M reimbursement will show the District's and the Bureau's share of the cost and will be submitted to both entities.

Annual O&M costs incurred by the Department will be allocated between the District and the Bureau by the following formulas:

$$\frac{PD}{T} = \% \text{ of invoice costs to be paid by the District}$$

$$\frac{PB}{T} = \% \text{ of invoice costs to be paid by the Bureau}$$

PD = pounds of steelhead produced for the District  
T = total pounds of steelhead produced at the Hatchery  
PB = pounds of steelhead produced for the Bureau

The Bureau will be responsible for costs of maintenance and any necessary replacement of the temporary well, including pumps, during the term of this Agreement. This includes all costs associated therewith including electrical energy costs required for pumping purposes. Electrical energy costs will not be metered but will be on an estimated annual cost based on \$0.34 per horsepower per day. In addition, the Bureau will fund the O&M costs associated with delivery of smolts to their release points by a fish transport vehicle.

District completed operation and maintenance at the Hatchery, including water pipe and valve maintenance, will be reimbursed by the Bureau in accordance with the above formulas. The estimated annual expenditures by the District are \$20,000.00.

- e. Existing facilities. Existing buildings and equipment required for holding brood stock, incubating eggs, and hatching the fish will be available for use during the enhancement project, subject to the District's needs in order to operate the Wells Hydroelectric Project and meet all fish requirements related thereto. There will be no cost to the Bureau for these items.

if, during the normal course of steelhead fishing, certain of the facilities to be constructed under this Agreement are not being used to accomplish the planned enhancement project, these facilities shall be available for use by the District as long as such use does not hinder the Bureau steelhead enhancement program.

- f. The Bureau agrees that all facilities to be constructed hereunder shall be completed within 120 days of the date of the commencement of construction.
9. The Bureau will reimburse the District for direct expenditures made for O&M costs including labor, materials, and indirect costs such as supervision and administrative services not to exceed 55 percent of the direct costs. Payment will be made within the limitations set forth in Paragraph 8(d) upon monthly submission of itemized statements by the District. The District will annually inform the Bureau on or about March 1 of its estimated expenditures associated with this steelhead enhancement program for the term of this Agreement.
10. The District reserves the right to review the work being accomplished by the Bureau or its agents or contractors.

Work review meetings between representatives of the Bureau and the District will be held frequently to assist in coordination of activities and resolution of any problems. All work performed by the Bureau and its agents or contractors shall be subject to the operation of the Wells Hydroelectric Project. The Bureau agrees to stop any and all work upon request by the District if, in the District's opinion, there is a threat, danger or possible harm to the Wells Hydroelectric Project or the District's related facilities.

11. The term of this Agreement shall be from the date first signed above and terminate when the steelhead smolts have been planted after the fifth (5th) year of operation and maintenance.
12. During the performance of work under this Agreement the District shall maintain its regular Books of Accounts which shall identify the subject matter of this Agreement, and so keep them, and all other books, records and memoranda which support in any way the entries in such Books of Accounts as to be able to readily furnish full information as to any item included in any account. Each entry shall be supported by such reasonable information as will permit a competent accountant to review the entry. The books and records shall be retained by the

District for three (3) years after completion of all work called for in the Agreement or until written permission for their destruction is given by the Bureau. The Books of Accounts maintained by the District and the United States relating to matters covered by this Agreement, shall be open to inspection and audit by representatives of the United States and the District at reasonable times during regular office hours.

13. The Bureau does not assume any liability for death, injury or damage to persons or property incidental to or that may arise during and in consequence of the District's activities provided for herein. The District does not assume any liability for death, injury or damage to persons or property incidental to or that may arise during and in consequence of the Bureau's activities provided for herein. The Bureau, to the extent permitted by the Federal Tort Claims Act, shall defend, indemnify and hold the District harmless from any and all claims, liabilities and expenses arising out of the performance of the work by the Bureau and/or its agent or contractors hereunder.

14. No Member of or Delegate of Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

This restriction shall not be constructed to extend to this Agreement, if made with a corporation or company for its general benefit.

15. The expenditure of any capital sum or the performance of any work herein provided for, which may require appropriations of money by the Congress or the allotments of Federal funds, shall be contingent on such appropriations or allotments being made. In any event this Agreement shall terminate on December 31, 1991.

Public Utility District No. 1  
of Douglas County, Washington

U.S. Bureau of Reclamation

Date: May 20, 1985

Date: MAY 13 1985

By William E. Bechtol  
William E. Bechtol, President  
H.C. 2, Box 252  
Coulee City, Washington 99115

By D.W. Lloyd  
Regional Director  
Pacific Northwest Region  
Boise, Idaho 83724

By Michael Doneen  
Michael Doneen, Vice Pres.  
602 Daniels Drive  
E. Wenatchee, Washington 98801

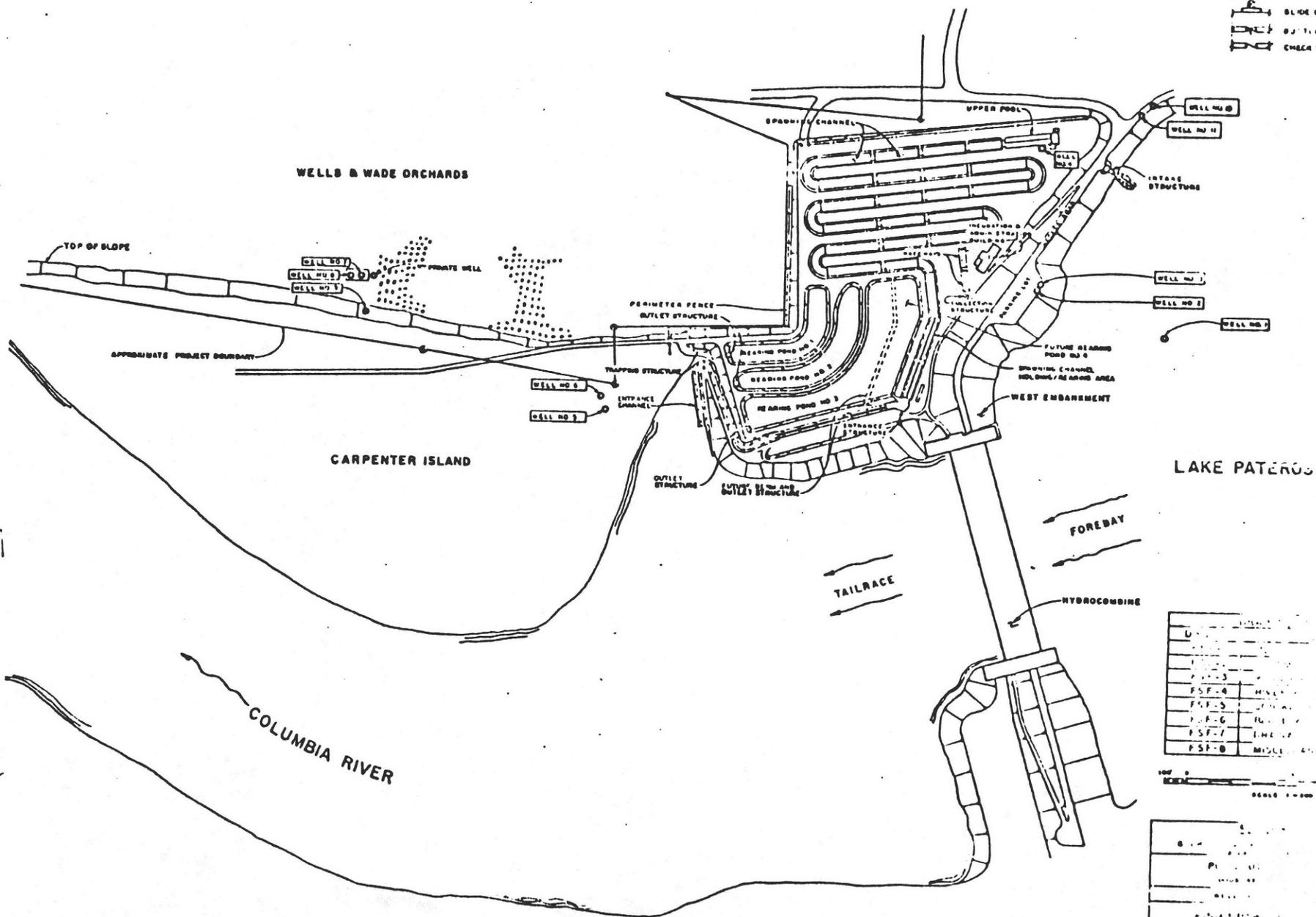
By Howard Prey  
Howard Prey, Secretary  
Orondo, Washington 98843

FISH FACILITIES WATER SUPPLY SYSTEM

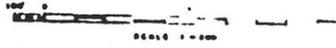
WELL NO.	WATER SUPPLY POINT	WATER SUPPLY CAPACITY	WATER SUPPLY LOCATION
1	WATER SUPPLY POINT	100	WATER SUPPLY POINT
2	WATER SUPPLY POINT	100	WATER SUPPLY POINT
3	WATER SUPPLY POINT	100	WATER SUPPLY POINT
4	WATER SUPPLY POINT	100	WATER SUPPLY POINT
5	WATER SUPPLY POINT	100	WATER SUPPLY POINT
6	WATER SUPPLY POINT	100	WATER SUPPLY POINT
7	WATER SUPPLY POINT	100	WATER SUPPLY POINT
8	WATER SUPPLY POINT	100	WATER SUPPLY POINT
9	WATER SUPPLY POINT	100	WATER SUPPLY POINT
10	WATER SUPPLY POINT	100	WATER SUPPLY POINT
11	WATER SUPPLY POINT	100	WATER SUPPLY POINT
12	WATER SUPPLY POINT	100	WATER SUPPLY POINT



- LI CONCRETE
- AL ALUMINUM
- PVC POLYVINYL CHLORIDE
- CMP CORRUGATED METAL PIPE
- CI CAST IRON PIPE
- BATE SLIDE GATE
- SLIDE GATE
- OUTLET VALVE
- CHECK VALVE



NO.	DESCRIPTION
P.S.F.-1	...
P.S.F.-2	...
P.S.F.-3	...
P.S.F.-4	...
P.S.F.-5	...
P.S.F.-6	...
P.S.F.-7	...
P.S.F.-8	...



DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 PROJECT NO.: \_\_\_\_\_

ADDENDUM TO LICENSE AGREEMENT  
AND PERMIT TO ENTER

THIS ADDENDUM to the License Agreement and Permit to Enter, herein "License Agreement," is effective as of the 20th day of May, 1985, between the United States of America, hereafter referred to as the "United States", acting through the regional director, Pacific Northwest Region, Bureau of Reclamation, the duly authorized representative of the Secretary of the Interior (Secretary), hereafter referred to as the "Bureau", and Public Utility District No. 1 of Douglas County, Washington, a municipal corporation, acting through its board of commissioners, hereafter referred to as the "District".

1. The Bureau and the District entered into a License Agreement on the 20th day of May, 1985.

2. The Bureau and the District wish to add additional provisions to the License Agreement while maintaining in full force and effect all terms and provisions of the License Agreement unless they are specifically amended by the terms and provision of this Addendum.

NOW, THEREFORE, in consideration of the premises and mutual understandings of the parties it is agreed as follows:

1. The Bureau shall pay all costs and expenses of materials, materials handling, trenching and back filling and District engineering involved in or associated with providing electric service to Bureau Wells 12 and 13 and providing a required alternate power source to District Wells 10 and 11. The estimated costs to the Bureau for the materials, materials handling, trenching and District engineering is \$86,243.

2. The District shall pay all costs of installation and connection of the electrical service to the Bureau's Wells 12 and 13. It shall also pay all costs of installing and connecting an alternate power source to District Well Nos. 10 and 11. The estimated costs to the District for this electrical labor is \$52,000.

3. The District has established a job order to accumulate District engineering costs, materials, handling, trenching and contract labor costs to be billed to the Bureau upon completion of installation of the electrical power supply. The District will establish a work order to accumulate all District labor and supervision costs which the District will pay.

4. All terms and conditions of the May 20, 1985, License Agreement and Permit to Enter shall remain in full force and effect except to the extent specifically modified

by the terms and provisions set forth in this addendum.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

PUBLIC UTILITY DISTRICT NO. 1  
OF DOUGLAS COUNTY, WASHINGTON

By *William E. Bechtol*  
WILLIAM E. BECHTOL  
President  
H.C. 2, Box 252  
Coulee City, Washington 99115

By *Michael Doneen*  
MICHAEL DONEEN  
Vice President  
602 Daniels Drive  
E. Wenatchee, Washington 98801

By \_\_\_\_\_  
HOWARD PREY  
Secretary  
Orondo, Washington 98843

DATED this 30<sup>th</sup> day of JANUARY, 1986.

U.S. BUREAU OF RECLAMATION

By *L. W. Lloyd*  
Regional Director  
Pacific Northwest Region  
Boise, Idaho 83724

## APPENDIX "B"

### 1. Fish Transport Truck

A heavy-duty truck of approximately 50,000 G.V.W. with an insulated tank capacity of 2,000 gallons.

The truck chassis shall be a new, unused model with all necessary equipment to meet State of Washington vehicle requirements and ICC regulations without a special permit.

The fish tank shall be made of non-corrosive material throughout and shall be adequate to insure the safe transportation of fish. At a minimum the tank will include or have a smooth interior surface, adequate slope for discharging fish, two hatches, aerators, hose for fish discharge, and a warning system to monitor water temperature, oxygen and pressure.

### 2. Fish Pump

A fish pump designed to pump fish into the transport truck from a holding facility. The pump shall be mounted on a trailer, and powered by a gas motor. Suction and discharge hoses and a dryer shall be included features. The minimum size shall be 6 inches. The pump shall be similar to the Neilson Metal Industries Model 5-15-16-LG or equal.